ant, walking in a place outside the regular passageway which he knew to be obstructed, should have called for a light or felt for the obstruction, and was guilty of contributory negligence in not doing so. *Carbury* v. *Eastern Nut & Bolt Co.*, 27 R. I. 116, 60 Atl. 773. But where an employee's duty consisted of work on the track over which trains were being run to assist in the work of repairing, it was held that he was not guilty of contributory negligence because he failed constantly to look and listen for the approach of trains. *St. Louis, etc., R. Co* v. *Jackson*, 78 Ark. 100, 93 S. W. 746.

POISONS—PURCHASE OF OPIUM FOR PERSONAL USE—CONSTITUTIONALITY OF HARRISON NARCOTIC ACT.—The defendant, a physician registered under the Harrison Narcotic Act, was indicted for obtaining opium for his personal use by means of the prescribed forms. A demurrer was filed, denying that an offense was charged under the act, on the ground that the latter is unconstitutional, as a usurpation of the police power of the States, in so far as it departs from the purpose of raising revenue and attempts to make criminal the purchase of opium for personal use. *Held*, the demurrer is sustained. *United States* v. *Parsons*, 261 Fed. 223. See NOTES, p. 534.

RAILROADS—RELEASE FROM LIABILITY—EFFECT AS TO REMOTE LESSEE.—A contract was entered into between a railroad company and a private corporation whereby the railroad company agreed to construct and maintain a private sidetrack over its right of way for the sole use of the corporation, in consideration of the latter's release of the railroad company from all liability for damages to property of the corporation arising from fires started by the railroad's locomotives. It was specially stipulated that the contract was to be binding upon the successors and assigns of both parties. Certain property was destroyed by fire originating from a locomotive of the railroad company, and the plaintiff corporation, as subtenant of the successors in title, brought an action for damages. *Held*, the release from liability is binding upon the plaintiff. *Keystone Mfg. Co.* v. *Hines* (W. Va.), 102 S. W. 106.

In an action by the owners of a grain elevator against a railroad company for loss of the building and its contents by fire alleged to have been caused by sparks emitted by the defendant's locomotive, it was held that although there was no lease of the property entered into between the immediate parties, the plaintiffs were bound by the terms of the lease entered into by the plaintiffs' vendor, which provided that the railroad company should not be liable for any damage caused by fire resulting from the operation of its locomotives. *Graves & Hurburgh* v. *Toledo, etc., R. Co.*, 202 Ill. App. 478. A lease of a warehouse located on a railroad right of way was executed, by which lease the lessee and his assigns were given an option to renew the lease for another term, and the railroad was exonerated from all damages due to fires from its locomotives. During the term, the premises were assigned by the lessee, and the assignee continued in possession a certain length of time after the end of the term before notifying the rail-